

## The complaint

Mrs G, Mr G1, Mr G2 and Mr G3 complain about Admiral Insurance (Gibraltar) Limited's handling of their travel insurance claim. My references to Admiral include its agents. Mr G1 has led the claim and the complaint on behalf of his family so for simplicity I'll just refer to Mr G1 unless the facts require otherwise.

## What happened

Mrs G, Mr G1 and their two children Mr G2 and Mr G3, who are young adults, were insured by an annual multi trip travel insurance policy with Admiral. They were due to go on holiday abroad but sadly Mrs G's mother died a few days before they were due to depart so they cancelled the holiday. Mr G1 claimed on the policy for the holiday cancellation costs.

Admiral initially wouldn't pay the claim because it had recorded the wrong date for the start of the policy cancellation cover. It paid £100 compensation for Mrs G, Mr G1, Mr G2 and Mr G3's distress and inconvenience due to the error and reopened the claim. As part of assessing the claim Admiral asked Mr G1 to provide a medical certificate from Mrs G's mother's GP which Mr G1 said was unreasonable. Admiral wouldn't progress its assessment of the claim without that information.

Mr G1, on behalf of Mrs G, Mr G2 and Mr G3, complained to us. He said Admiral should pay the claim without the medical history of Mrs G's mother as:

- Mrs G and Mr G1 spoke to Admiral in August 2022 before they cancelled the holiday and were told they were definitely covered for her mother's death if they cancelled the holiday. So they did so believing they would be covered in full.
- They'd already sent Admiral a copy of Mrs G's mother's death certificate when making the claim which gave the reason for her death which should be sufficient.
- It would be a breach of Mrs G's mother's privacy to provide her medical information and Mrs G and Mr G1 didn't know the GP's details.
- Mrs G's mother wasn't insured on their policy and on the sale of the policy Mr G1 wasn't asked for the medical background of anyone other than himself, Mrs G and Mr G2 and Mr G3.

Mr G1 also complained about Admiral's service when handling the claim including that due to its error he couldn't access the policy document on its on-line portal. He said it had been a very difficult time for the family with bereavements and dealing with Admiral had been very distressing. He wants Admiral to pay what the holiday would cost now, which is more than they'd paid for the cancelled holiday.

During the complaint to us Mr G1 also raised concerns about the sale of the policy, in brief he said Admiral hadn't explained the scope of the policy cover.

Admiral accepted it had made some errors in handling the claim and paid the above mentioned £100 and then another £25 for Mrs G, Mr G1, Mr G2 and Mr G3's distress and inconvenience. It detailed why it needed the medical information from Mrs G's mother's GP

and gave Mr G1 associated information. Admiral also said if it paid the claim it would pay the relevant fees he'd paid to get the information.

Our Investigator said Admiral had acted reasonably in asking for a medical certificate from Mrs G's mother's GP so it could continue assessing the claim. She told Mr G1 that if he wanted to make a complaint that the policy was mis-sold he would need to complain to the seller of the policy.

Mr G1 disagrees and wants an ombudsman's decision. He said Admiral should have told him and Mrs G in the August 2022 call that they would need to get her mother's medical history. If there'd been any reason they may not have been fully covered for cancellation some of the family could have gone on holiday for some of the time. He also said Admiral should pay them separate compensation for wrongly telling them it would cover the full cost of the cancelled holiday.

### **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Our Investigator correctly told Mr G1 that if he wanted to make a complaint that the policy was mis-sold he would first need to complain to the seller of the policy. Ultimately if agreement can't be reached he can make a separate complaint to us about that matter.

Mr G1 has told us about the family bereavements and I'm sorry they have been through such a difficult time. Unfortunately it's inevitable that it can be distressing dealing with an insurance claim relating to a bereavement. The relevant regulator's rules say that insurers must handle claims promptly and fairly and they mustn't turn down claims unreasonably. I have to decide whether Admiral has acted fairly and reasonably.

The policy says, at section 2 'Cancelling or cutting short your trip', that there's cover for cancelling a trip due to the death of a close relative. The policy defines 'close relative' which includes parent, parent-in-law and grandparent.

The policy also sets out the documents Mr G1 must provide to make a claim which include *'documents that we reasonably request to support your claim'*.

Admiral hasn't declined the re-opened claim. It says it hasn't been able to finalise the assessment of the claim without the medical certificate information for Mrs G's mother. It's referred Mr G1 to General Exclusion 2 in the policy which says:

*'We will not pay any claim which is in any way caused by or resulting from...*

*2. Ill health of others your trip depends upon*

*A pre-existing medical condition of a close relative... which they had at the start or renewal of your policy or when you booked a trip (whichever is later). This exclusion applies regardless of whether you were aware of the condition or not'.*

There's a similar exclusion under the cancellation section of the policy.

Mrs G's mother's death certificate shows medical conditions which could be pre-existing conditions she had at the start of the policy or when Mrs G and Mr G1 booked the trip, whichever is later. Admiral told Mr G1 the only way it can validate whether or not the relevant condition/s were pre-existing is by seeing Mrs G's mother's medical certificate from her GP, and I think that's a fair comment.

Mrs G's mother-in-law had no relationship with Admiral, so when Mr G1 took out the policy Admiral didn't need to ask what sort of health risk she may have presented in relation to Mr G1 and his family making a claim. To restrict Admiral's exposure it limits the claims it will cover by the policy having exclusions for pre-existing medical conditions for close relatives and others. The same or a very similar exclusion is standard for travel insurance policies.

Admiral reasonably and correctly told Mr G1 that insurers asking for medical certificates in these circumstances is standard practice in the travel insurance industry and GP surgeries are used to such requests and should be able to process them without a problem. Admiral gave Mr G1 details about how to apply for a deceased person's health record and about how to find the GP. Admiral also said it could '*re-assure*' Mr G1 that it treated medical history in the '*strictest confidence and on a need to see basis*', and its staff receive detailed training on how to handle those documents. I think that was all fair information for Admiral to give Mr G1.

I'm satisfied that Admiral acted within the policy terms and fairly and reasonably in asking Mr G1 to provide Mrs G's mother's medical certificate from her GP so that it could continue to assess the claim.

It's for Mrs G and Mr G1 to decide if they want to send the medical certificate to Admiral so that it can progress the claim assessment. It's fair for me to tell both parties that there are some very limited circumstances where, even though an insurer can decline the claim under the strict interpretation of the policy terms, we may consider it's reasonable for an insurer to cover the claim. That's dependent on the specific circumstances of the claim and I don't have the necessary evidence to know if the situation would apply in this case.

If Mrs G and Mr G1 decide to provide the medical evidence to Admiral and they ultimately aren't happy with the claim outcome they can make a complaint to Admiral, and if agreement can't be reached they can make a separate complaint to us about the claim outcome.

I don't think Mrs G, Mr G1, Mr G2 and Mr G3 have been disadvantaged if they haven't been able to access the policy document on Admiral's on-line portal. As I've said, the relevant policy terms and exclusion are standard to insurance policies so I think it's very unlikely that they could have bought a travel insurance policy where an insurer wouldn't have asked for a medical certificate in these circumstances. And Admiral has told Mr G1 the relevant policy terms. He may want to ask Admiral to post a hard copy of the policy to him if his access to the policy document on the portal is still a problem.

Mr G1 says even without the medical certificate Admiral should pay the claim in full because of the information it gave him and Mrs G in the August 2022 call. I've listened to the call. There's a discussion about when the cover starts from and Admiral says there will be 'quite a few documents' Mrs G and Mr G1 will have to submit to make a claim. Admiral's representative gave generic information about cover and how to claim. The claim wasn't being assessed in that call, Admiral's representative said in the call that she didn't want to say '100%' about cover. I don't think Admiral said anything that would lead Mrs G and Mr G1 to consider that the claim had been fully assessed and approved. I can't reasonably say that Admiral has to pay the claim, or compensation to cover the claim, just on the basis of what it told Mrs G and Mr G1 in that phone call.

Admiral accepts there were some problems with its service - it gave wrong information about the cover start date and made some administrative errors. It's paid £125 in total for Mrs G, Mr G1 and Mr G2 and Mr G3's distress and inconvenience due to those issues. I think that was a reasonable sum and there's no basis for me to say Admiral should pay more compensation.

**My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G, Mr G1, Mr G2 and Mr G3 to accept or reject my decision before 28 February 2024.

Nicola Sisk  
**Ombudsman**